

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
Southern Division**

**SNC-LAVALIN CONSTRUCTORS INC. :**  
**19015 North Creek Parkway :**  
**Bothell, WA 98011 :**

**Plaintiff, :**

**Case No.: \_\_\_\_\_**

**v. :**

**JURY TRIAL REQUESTED**

**TOKIO MARINE KILN INSURNANCE :**  
**LIMITED :**  
**20 Fenchurch Street :**  
**London, UK EC3M 3BY :**

**Serve:Mendes & Mount, LLP :**  
**750 Seventh Avenue :**  
**New York, NY 10019-6829 :**

**Defendant. :**

---

**COMPLAINT**

---

COMES NOW Plaintiff SNC-Lavalin Constructors Inc. (“Plaintiff” or “SNC-Lavalin”) and files this Complaint against Tokio Marine Kiln Insurance Limited (“Defendant” or “Tokio Marine”) and states the following:

**THE PARTIES**

1. Plaintiff SNC-Lavalin is a Delaware corporation and has its principal place of business in Bothell, Washington.

2. On information and belief, Defendant Tokio Marine is company incorporated in the United Kingdom and headquartered in London, England. Tokio

Marine may be served with process through their agent for service of process: Mendes & Mount, LLP, 750 Seventh Avenue, New York, NY 10019-6829.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) because the parties are citizens of different states, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. Venue is proper in this District because a substantial part of the events and acts or omissions giving rise to these claims occurred in this District within the meaning of 28 U.S.C. § 1391. In particular, the property that is the subject matter of the insurance policy at issue is located in Prince George's County, Maryland.

### **FACTUAL BACKGROUND**

5. SNC Lavalin was hired by Public Service Enterprise Group ("PSEG") to act as the EPC contractor for the construction of a 735MW combined cycle natural gas fired power generating facility known as the "PSEG Keys Energy Center" located at 10322 North Keys Road, Brandywine, Maryland 20613 (the "Project").

6. In its role as the EPC Contractor, SNC-Lavalin was named as an additional insured on the Construction Erection "All Risks" Insurance Policy that Defendant and other insurance carriers in a quota-share market issued to PSEG for the Project (the "Insurance Policy").

7. During the construction process, the Project experienced five losses for which SNC-Lavalin has sought insurance coverage from Defendant. Namely, the Project sustained the following losses:

- In January 2016, Winter Storm Jonas caused flood damage to the Project.
- On September 19, 2017 and October 14, 2017, SNC-Lavalin noticed damage to two generators that it purchased from Siemens. The damage resulted from a combination of storm events and improper packaging by Siemens.
- In June 2017, SNC-Lavalin discovered that welding slag from one of its contractors, Construction Turnaround Service, damaged approximately 140 bellows that had been installed on the Heat Recovery Steam Generator.
- On February 14, 2018, SNC-Lavalin discovered that there was damage to Seal Oil Skid Piping provided by Siemens. The damage resulted from a combination of outdoor weather exposure and improper packaging by Siemens.
- On March 2, 2018, a wind storm damaged certain condenser fan blades and motors.

8. Plaintiff properly and timely submitted claims under the Insurance Policy for the above-stated losses.

9. The Defendant, however, has improperly failed to make payment for its share of Plaintiff's claims under the Insurance Policy.

10. As a result, Plaintiff has been damaged in an amount exceeding \$75,000.

**COUNT I**  
(Breach of Contract)

11. Plaintiff incorporates the above paragraphs as if fully set forth herein.

12. Plaintiff is an additional insured under the Insurance Policy issued by Defendant.

13. Plaintiff sustained losses that are covered under the Insurance Policy.

14. Plaintiff properly and timely submitted claims under the Insurance Policy.

15. Defendant, however, improperly and wrongfully has refused payment of Plaintiff's claims under the Insurance Policy.

16. Defendant's refusal to pay covered claims amount to a breach of the terms of the Insurance Policy.

17. Plaintiff is entitled to the amounts it has claimed for the losses it sustained which exceed \$75,000.

18. All conditions precedent have been met.

19. The Defendant's refusal to provide coverage for the claimed losses has caused Plaintiff to incur attorneys' fees. Plaintiff prays that it be awarded all reasonable attorneys' fees incurred in prosecuting its causes of action through trial and any appeal.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court

- a. Enter judgment in its favor and against the Defendant in an amount that exceeds \$75,000.00 plus pre-judgment interest and attorneys' fees;
- b. Enter such other and further relief as the nature of this cause may require.

